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No. 09-267

Supreme Court, U.S.
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In The
Supreme Court of the United States

TAWOOS BAZARGANI,

Petitioner,

v.

KENNETH SNYDER & JACQUELINE SNYDER,

Respondents.

On Petition For Writ Of Certiorari To The United States Court Of Appeals For The Third Circuit

BRIEF OF RESPONDENTS IN OPPOSITION TO PETITION FOR WRIT OF CERTIORARI

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Dated: October 2, 2009

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BRIEF IN OPPOSITION TO CERTIORARI

I. Introduction

At every stage of this case, the *pro se* petitioner, Tawoos Bazargani, has filed motions, objections, and appeals that are simply incomprehensible, of which her Petition for Certiorari is merely the latest example. The plaintiffs below, Kenneth and Jacqueline Snyder, won a jury verdict against Bazargani, and then prevailed on Bazargani's appeal to the Court of Appeals and her prior Petition for Certiorari to this Court. The Snyders then proceeded to collect their judgment, which is now marked "satisfied." In sum, there is nothing in this case left for Bazargani to appeal, nor is there anything in Bazargani's Petition that remotely resembles a coherent legal argument.

II. Background and Argument

Following a two-day trial held in June, 2005, a jury found that petitioner Tawoos Bazargani and co-defendant Paul Bagherpour committed deliberate violations of the Fair Housing Act, 42 U.S.C. § 3601, *et seq.*, and Pennsylvania's Human Relations Act, 43 P.S. § 955(h)(1). Specifically, the jury found that Bagherpour had illegally questioned plaintiff Ken Snyder about his religious affiliation and that both defendants had refused to rent Bazargani's condominium to Ken Snyder and his wife Jacqueline Snyder because the Snyders are Jewish.

Based on that finding of intentional discrimination, the jury awarded the Snyders $40,000 in

compensatory damages, $20,000 in punitive damages against Bazargani, and $30,000 in punitive damages against Bagherpour. In a June 22, 2007 non-precedential opinion, the Court of Appeals for the Third Circuit affirmed the jury's verdict in all respects. On November 26, 2007, this Court denied Bazargani's Petition for Writ of Certiorari and, on December 3, 2007, this Court denied co-defendant Bagherpour's Certiorari Petition.

On December 13, 2007, the district court awarded the Snyders $97,000 in attorneys' fees and costs, which award neither Bazargani nor Bagherpour appealed. Thereafter, the Snyders began collection efforts, which included obtaining the release of $75,000 that Bazargani had posted with the Clerk (to obtain a stay of execution pending the disposition of her Petition for Writ of Certiorari), the filing of a writ of garnishment against PNC Bank, where Bazargani maintained several accounts, and subjecting Bazargani's real property to Marshal's sale.

The Snyders collected only a portion of what Bazargani owed them through the district court's release of the $75,000 posted by Bazargani, and were unable to collect any sums from Bazargani's PNC accounts. Accordingly, on May 8, 2008, the Snyders proceeded with a public Marshal's sale of a condominium unit that Bazargani owned.

On May 30, 2008, the district court entered an order approving the Snyders' proposed "Schedule of Distribution" of the funds generated by the Marshal's

sale. From the $160,000 winning bid, $88,413 was allocated to the Snyders in full satisfaction of their judgments against Bazargani (including post-judgment interest and the costs of the Marshal's sale), approximately $7,000 was paid to various creditors of Bazargani who had liens against the condominium, and the remaining balance of $52,276 was tendered to Bazargani, as the property's former owner, through a check delivered to Bazargani by certified mail.

Bazargani moved for reconsideration of the May 30, 2008 Order, claiming that the Marshal's sale should be voided because the Snyders had purportedly garnished sufficient funds from Bazargani's accounts at PNC Bank to satisfy the balance of Bazargani's liability to the Snyders. But as the Snyders pointed out in response to Bazargani's Motion, the Snyders had failed to collect anything from PNC Bank. Although the Snyders had served PNC Bank with a writ of garnishment against Bazargani's accounts, PNC Bank responded with sworn interrogatory responses averring that the funds in those accounts were either subject to prior liens, held in joint names, or were otherwise not subject to the Snyders' garnishment. [Supp. App. at pp. 1-4 (attached hereto)].

Accordingly, the district court denied Bazargani's motion for reconsideration, emphasizing that "the Order of May 30, 2008 REMAINS IN EFFECT." On June 25, 2008, Bazargani filed a document in the district court captioned: "Motion to Object and Therefore to Reject and Return the Plaintiffs'

Attached Check." The copy of the Motion that Bazargani served on Plaintiffs' counsel included the original check tendered to Bazargani as her proceeds from the Marshal's sale. Bazargani wrote on both the front and back of the check: "Not Legally Valid, Refused Tawoos Bazargani, M.D."

With respect to its contents, the bulk of Bazargani's Motion simply repeated verbatim wholly irrelevant background that Bazargani had included in a multitude of motions that she had filed before and after the Marshal's sale. To the extent that Bazargani's Motion could be read to include any argument in support of a claim that the Marshal's sale should be voided, Bazargani did nothing more than repeat her demonstrably false and irrelevant claim that there were sufficient funds in her various PNC accounts to fully satisfy the balance of her liability to the Snyders.

As established by PNC's sworn responses to the Snyders' garnishment interrogatories, Bazargani's claim was simply false, and the Snyders recovered nothing from Bazargani's PNC accounts. Accordingly, the Snyders proceeded with a properly noticed and subsequently approved Marshal's sale of Bazargani's condominium, at which appellee Kenneth Snyder submitted the winning bid of $160,000. Kenneth Snyder subsequently obtained a Marshal's deed and took possession of the property. On June 25, 2008, the Snyders filed a Praecipe to Mark their judgments against Bazargani "satisfied." Thus, as the district court recognized, "the case is over."

By a July 2, 2008 Memorandum Order, the district court rejected Bazargani's untimely and frivolous objections to the fully consummated Marshal's sale of Bazargani's condominium unit. On July 16, 2008, the district court denied Bazargani's Motion for Reconsideration of the July 2, 2008 Memorandum Order. Bazargani then appealed the district court's denial of reconsideration to the Court of Appeals for the Third Circuit.

By a May 5, 2009 non-precedential opinion, the Court of Appeals for the Third Circuit affirmed the district court's order pertaining to the Snyders' collection efforts in their entirety. The Third Circuit began by addressing Bazargani's repeated claim that her "postal property rights" were somehow violated because she purportedly did not receive the Snyders' January 22, 2008 Motion for Disbursement of Funds until February 8, 2008.

As the Third Circuit pointed out, however, "the docket reflects that Bazargani did in fact object to Appellees' motion on February 14, 2008, and the District Court explicitly considered her objections in its order of February 28, 2008 granting Appellees' motion. Thus, it is unclear what the significance of Bazargani's objection is." [Petitioner's App. at 5]. Nothing in Bazargani's Petition for Certiorari casts any additional light on what this *pro se* litigant is attempting to argue with respect to her "postal rights."

Bazargani also claims that the Snyders violated her due process rights by causing her condominium to be sold at Marshal's sale instead of collecting the balance of their judgments from Bazargani's PNC accounts. As the Third Circuit concluded, however, "Bazargani was properly notified of the Marshal's sale, which was properly held in order to satisfy the judgment against her." [Petitioner's App. at p. 5 (citing Fed. R. Civ. P. 69(a)(1))]. Moreover, as PNC's sworn responses to garnishment interrogatories established, Bazargani's accounts at PNC could not be garnished by the Snyders to satisfy Bazargani's liability to the Snyders. [Supp. App. at pp. 2-3]. And as the Third Circuit recognized, even if such funds had been available, nothing required the Snyders to pursue Bazargani's funds or assets in any particular order.

After the district court approved the sale and the Snyders' proposed Schedule of Distribution, plaintiff Ken Snyder obtained a Marshal's deed to the property and entered into full possession of Bazargani's condominium. Having collected the full amount of the judgment owed by Bazargani, and subsequently collecting Bagherpour's judgment, the Snyders caused both judgments to be marked as satisfied. Significantly, Bazargani had full and proper notice of the Marshal's sale, had every right to participate in that sale or pay the judgment balance before the sale, but deliberately failed to do so.

III. Conclusion

In sum, the district court properly rejected Bazargani's objections to the Marshal's sale because Bazargani's arguments were either factually and demonstrably false, or entirely nonsensical. Bazargani appealed and, in affirming the district court's order, the Third Circuit appeared equally puzzled by Bazargani's incoherent ramblings. Presenting no intelligible argument, let alone a colorable claim of constitutional significance, Bazargani's Petition for Writ of Certiorari must be denied.

Respectfully submitted,

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Dated: October 2, 2009

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT
OF PENNSYLVANIA

KENNETH and JACQUELINE SNYDER	
v.	
TAWOOS BAZARGANI and PAUL BAGHERPOUR and PNC BANK, NATIONAL ASSOCIATION,	CIVIL ACTION
Garnishee	NO. 02-8845

ANSWERS TO INTERROGATORIES
IN ATTACHMENT

TO: KENNETH and JACQUELINE SNYDER, Plaintiffs

1. At the time you were served or at any subsequent time did you owe the defendant any money or were you liable to the defendant on any negotiable or other written instrument, or did the defendant claim that you owed the defendant any money or were liable to the defendant for any reason?

2. At the time you were served or at any subsequent time was there in your possession, custody or control or in the joint possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by the defendant?

3. At the time you were served or at any subsequent time did you hold legal title to any property of any nature owned solely or in part by the defendant or in which defendant held or claimed any interest?

4. At the time you were served or at any subsequent time did you hold as fiduciary any property in which the defendant had an interest?

5. At any time before or after you were served did the defendant transfer or deliver any property to you or to any person or place pursuant to your direction or consent and if so what was the consideration therefor?

6. At any time after you were served did you pay, transfer or deliver any money or property to the defendant or to any person or place pursuant to the defendant's direction or otherwise discharge any claim of the defendant against you?

ANSWERS:

1-6(a) In the present case, after deducting the $100.00 service charge, the Bank has an account balance of $9,895.08 in account(s) titled solely to the judgment debtor but Garnishee does not admit a debt to the judgment debtor in that amount due to pendency of prior Writs.

(b) In addition, the Bank has an account balance of $19,185.07 in account(s) titled jointly to the judgment debtor and a non-party(ies). The Bank is unable to admit the above-referenced joint account

balance as a debt owed to the judgment debtor and, furthermore, avers that this is subject to unliquidated claims by Garnishee, PNC Bank, N.A. arising from amounts owed to it by defendant.

Pursuant to the terms and conditions of the deposit agreement between the bank and the depositor, the bank claims a priority lien in, and a right of set-off against the account consisting of $100.00 Legal Processing charge and must allow for the general monetary exemption under 42 Pa.C.S. § 8123. In addition, pursuant to 42 Pa.C.S.A. Section 2503, garnishee attorneys fees are authorized in an amount to be determined and deducted from the attached funds.

7. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which funds are deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law? If so, identify each account and state the reason for the exemption, the amount being withheld under each exemption and the entity electronically depositing those funds on a recurring basis.

ANSWER: NO.

8. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which the funds on deposit, not including

any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 Pa.C.S. § 8123? If so, identify each account.

ANSWER: NO.

/s/ Jon C. Sirlin
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VERIFICATION

The undersigned hereby verifies that I am an authorized representative of PNC Bank, N.A., that the statements made in the foregoing Answers to Interrogatories are true and correct to the best of my knowledge, information and belief and that these statements are made subject to the penalties of 18Pa. C.S. s4904, relating to unsworn falsification to authorities.

Re: Kenneth and Jacqueline Snyder vs: Tawoos Bazargani and Paul Bagherpour

/s/ N. Jill Cuduc
Name

/s/ Supervisor
Position

DATE: April 22, 2008